

Sheldon

AFSCME Council 61 (Mixed)

7/1/2005 6/30/2008

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF SHELDON, IOWA

AND

LOCAL 1741, AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES
IOWA COUNCIL 61, STREET DEPARTMENT,
CEMETERY, CITY CLERK'S OFFICE, CITY HALL,
WATER DEPARTMENT and WASTE WATER DEPARTMENT



July 1, 2005

through

June 30, 2008

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ARTICLE I
RECOGNITION

A. UNIT.

The Employer hereby recognizes AFSCME/Iowa Council 61, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument [Case No. 4728] issued by the PERB on the twenty-fourth day of September, 1992.

The unit described in the above certification is as follows:

INCLUDED: All full-time and regular part-time employees of the City of Sheldon in the following departments: Street, Cemetery, City Clerks Office, City Hall, Water and Waste Water.

EXCLUDED: Director of Public Works, Street Department Head, City Clerk, Assistant City Clerk, Water Department Superintendent, Waste Water Superintendent, Mayor, City Council and all other excluded by the Act.

B. DEFINITIONS.

1. Employer: As used in this agreement, shall mean the City of Sheldon, Iowa, or its duly authorized representatives.
2. Full-time Employee: Employees who are hired to work a minimum of forty (40) hours per week for a period of six (6) months or longer.
3. Regular Part-time Employee: Employees who are hired to work less than forty (40) hours per week for a period of one (1) year or longer.
4. Union: As used in this agreement, shall mean the American Federation of State, County and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO, and its appropriate affiliated local.

ARTICLE II
DUES DEDUCTION

A. AUTHORIZATION.

Any employee who is a member of the Union or who has applied for membership, may sign and deliver to the City an assignment authorizing payroll deduction of Union dues. The form of the assignment shall be forwarded by the Union to the City of Sheldon. The City shall not be required to make any payroll deduction until such time as the City has received the notice. The next regular paycheck thereafter would initiate the payroll deduction.

B. REGULAR DEDUCTION.

Pursuant to a deduction authorization, the City shall deduct one-twelfth (1/12) of the total dues from the regular salary check of the employee each month for twelve (12) months. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, or any other payroll deduction. Deductions shall be in such amount as shall be certified to the City in writing by the authorized representative of the Union.

C. TRANSMISSION OF DUES.

The City shall transmit to the Union the total monthly deduction for Union dues within twenty (20) working days following each regular pay period, and a listing of the employees for whom deduction was made. The list shall include the following information:

- 1) the employees name
- 2) the employees address
- 3) the employees social security number
- 4) the amount of dues withheld.

D. AUTHORIZATION FORMS.

It is the responsibility of the Union to inform members of the dues deduction system and to provide the necessary authorization cards.

E. DEFINITION OF TERMS.

It is further agreed that the word "dues" as used above does not involve initiation fees, special assessment, back dues or fines.

F. INDEMNIFICATION.

The Union agrees to indemnify and hold harmless the City from any claims or causes of action that are based upon unfair representation or improper application or use of dues money by the Union.

G. TERMINATION OF DUES.

Termination of dues deduction shall be provided by the Union to the City either between June 15th and June 30th of the last year of the contract or within a two (2) week period following the anniversary date of the employee's authorization to withhold dues. Such deductions shall cease within thirty (30) calendar days from receipt of the Employee's notice received by the City of Sheldon, to terminate dues deduction.

H. DUES ADJUSTMENT.

This Local shall be allowed to independently adjust their dues structures to meet local needs.

ARTICLE III
EMPLOYMENT TERMS

A. CALL OUT TIME.

Any employee called to work other than their regular scheduled shift shall be guaranteed one (1) hour of pay at one and a half (1 ½) his/her regular hourly rate, except that employees called to start shift early shall be paid at their applicable rate for the time actually worked prior to the shift, they then shall work their regular shift. This section shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original one (1) hour period, except that employees who are called back to work in excess of one (1) hour will be paid for actual time worked. If the City calls back employees to work on a holiday, the City agrees to pay the employees at the rate of one and one-half (1 ½) times the employees regular hourly rate.

B. BULLETIN BOARD.

Employer agrees to furnish at least one (1) bulletin board in the public works building to be used by the Union. The Union shall limit its posting of notices and bulletins to said board.

C. WORK BREAKS.

Employees may be allowed two (2) work breaks during each shift. Each work break shall not exceed fifteen (15) minutes in length. These work breaks shall be scheduled at approximately the middle of each one-half (½) shift. Employees shall also receive a fifteen (15) minute work break for each four (4) hours worked beyond their regularly scheduled shift.

Employees shall be allowed one (1) lunch work break without pay, during each shift, scheduled at the approximate middle of the shift. The lunch work break shall not exceed sixty (60) minutes in length.

D. STANDBY.

The City will pay an employee, ordered by the City Manager/or his designee to a standby status, fifty (50) cents per hour for each hour in said status. The City Manager/or his designee will specifically designate dates and times to the employee ordered on standby. An employee who is in standby status shall be immediately accessible by beeper. The City and the Union shall mutually establish reasonable reporting procedures for the implementation of this Section. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes.

ARTICLE IV
HEALTH AND SAFETY PROVISIONS

A. PHYSICAL FITNESS - NEW EMPLOYEES.

All new employees are required to provide evidence of physical fitness to perform duties assigned prior to receiving their first pay check. The employer shall pay for the cost of such examination. The physician shall be determined by the employer.

B. SAFETY PROVISIONS.

The employer shall make an effort to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment or conditions and shall make an effort to report any such unsafe practice, equipment or conditions to the City Manager.

C. DAMAGE TO PERSONAL ITEMS.

In the event that an employee has damaged any personal item of clothing or equipment necessary and used in the performance of his/her duties as an employee, the employee may submit a request for reimbursement to the City Manager or his/her designee and the Employer agrees upon the recommendation of the City Manager or his/her designee to reimburse said employee for the items damaged of a personal nature, not to exceed One Hundred Dollars (\$100.00), provided proof of original purchase price is provided.

ARTICLE V
LEAVES

- A. SICK LEAVE. Current Contract Language A leave of absence for an employee's personal illness or injury with full pay for consecutive years of employment shall be allowed.

The amount of accumulative sick leave shall be one hundred and twenty (120) days. Sick leave shall accrue at the rate of one (1) day per each full month of employment up to a maximum of one hundred and twenty (120) days. Sick leave shall not accrue during any absence without pay, that exceeds thirty (30) calendar days.

The employer may request medical proof from an employee absent for more than three (3) consecutive days due to personal illness or injury prior to the employee receiving pay for sick leave. In addition, the employer may, in any case, request medical proof if, in the employer's discretion, the employer deems absences excessive or if the employer has a question as to the validity of the request for sick leave. A physician chosen by the employer may review the employee's medical proof, and the cost, if any, for said medical proof shall be paid by the employer.

When a holiday falls while an employee is on paid sick leave, the employee's sick leave account will not be charged for the holiday.

Employees shall be allowed to use three (3) days of sick leave annually for doctor's appointments that are unable to be scheduled during non-working hours. Leave under this paragraph must be utilized in one-quarter (1/4) day increments.

Employees or their beneficiaries shall paid fifty percent (50%) of their unused sick leave, not to exceed an amount equal to sixty (60) days pay, upon death or upon retirement after five (5) years of continuous service. The earliest the employee shall be allowed to retire and receive this benefit is at the age of fifty-five (55). Employee shall obtain prior approval for use of sick leave. When an employee is unable to obtain prior approval, employee shall notify their supervisor or the City Manager or his/her designee as early as practical on the first day of the leave.

The employer shall approve, and may require, sick leave when any employee is incapacitated for work by sickness, injury, or confinement for medical, dental or optical reasons or treatment, or when the presence of the employee at work would jeopardize the health or safety of others.

An employee will be allowed to utilize five (5) days of sick leave per year from sick days accrued during the previous twelve (12) months for illness other than his or her own and, in any given fiscal year may use no more than one-half ($\frac{1}{2}$) of the total number of days accrued from all previous time for such illness.

Employee shall be given a copy of a written accounting of accumulated sick leave days no later than February 1 of each year.

B. JURY DUTY.

In the absence of extra-ordinary circumstances, employees may be excused for jury duty. In order that the employee shall not suffer financial loss because of such absence, the difference between their normal salary and the compensation received for jury duty shall be paid excluding reimbursement for mileage and meals.

An employee who reports for jury duty and is dismissed, shall properly report to work for the remainder of the employee's scheduled work day providing there are at least one (1) hour remaining in the scheduled work day.

C. TRAINING LEAVE.

The City agrees to provide employees with such training as is necessary to carry out the duties of their assigned position and determined by the City. Attendance at educational meetings is permitted at full pay, if such training is recommended by the immediate supervisor and is approved by the City Manager. All training will be reviewed in light of budget, benefit to the City. Expenses for said leave shall be approved by the immediate supervisor and City Manager prior to attendance. For mandatory training sessions, seminars, schools, departmental training or conferences, all time spent in the training, seminars, schools, departmental training or conferences, shall count as time worked and shall count towards overtime.

An employee who requests and is approved by the City Manager to attend a non-mandatory training session, seminar, school, departmental training or conference, that the employee requests to attend will not suffer loss in pay for the employee's normal work week, for the time necessary for such attendance. There will be no additional pay for time spent over eight (8) hours a day while attending the seminar, school, departmental training or conference. Employees required to drive their own personal automobile will be reimbursed for the cost of transportation, housing and meals. Reimbursements will be made to the employee for housing and meals according to the City's policies while he or she is away from Sheldon. Any expense for items required by the school, seminar or conference will be reimbursed and such items shall become the property of the City. Proof of purchase and necessity of purchase will be required to substantiate reimbursement. Employees attending training meetings or certified training leaves shall be paid at the straight time rate. If an employee drives a vehicle, payment for driving for that employee shall be paid on a straight time basis.

D. LEAVES FOR FUNERAL.

Employees shall be granted up to five (5) days, per occurrence, of leave at full pay for the death of each of the following: spouse, parent or child. Employees shall be granted up to three (3) days, per occurrence, of leave at full pay for the death of any of the following: grandparent, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, or a dependant person in the employee's home. Additional days, charged against sick leave or vacation leave, may be granted at the discretion of the City Manager whose decision in this matter is not grievable.

Requests concerning such circumstances shall be made on prescribed city form and routed through the City Manager's office to the office of the City Manager. Employees shall be granted leave of absence for death of other friends or relatives, not to exceed three (3) days without pay for the absence.

In the event of the death of an employee of the City of Sheldon, the City Manager may grant, to an appropriate number of employees, sufficient time to attend the funeral.

E. ABSENCE WITHOUT PAY.

The City Manager may authorize leave without pay for purposes which the City Manager considers necessary. An employee must make an application for authorization for such leave at least ten (10) days in advance for the request stating the reason. Deductions from the employee's salary will be made in accordance with the City of Sheldon's Pay Deduction Regulations. This leave shall not exceed ten (10) days per calendar year.

F. EXTENDED LEAVE.

An employee who is unable to work because of personal illness requiring professional care or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for a maximum twelve (12) additional months after the expiration of sick leave.

G. MILITARY LEAVE.

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Iowa Code and the applicable federal statutes.

H. UNION LEAVE.

Any employee chosen by the Union as a delegate to a labor convention or seminar shall be granted an unpaid leave of absence to attend the convention or seminar. Not more than one (1) employee shall be granted Union leave at any one time. Union leave shall be granted unless to do so would jeopardize the City's ability to properly perform its responsibilities. This leave shall not exceed three (3) days in a calendar year.

ARTICLE VI SENIORITY

Section 1 - DEFINITIONS.

"Seniority" means an employee's total length of service with the City of Sheldon. Any length of service in a regular part-time position shall be included in the computation of seniority if the employment was contiguous to the appointment to a permanent position. Any length of service in a temporary position shall be included on the basis of full-time equivalent in the computation of seniority if the employment was contiguous to the appointment to a full-time or part-time position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2 - LOSS OF SENIORITY.

The seniority of any employee shall be terminated if the employee resigns, is terminated, is laid off for a period exceeding one (1) year, or fails to respond to a recall notice as provided in Article VII.

However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of one (1) year. Any period of absence of more than one (1) year shall represent a break in continuous service.

Section 3 - SENIORITY LISTS.

On or about January 15th of each year, the City Manager will provide the Union with a list showing the seniority of each employee employed by the City of Sheldon.

Section 4 - PROBATIONARY PERIOD.

An employee shall be regarded as a probationary employee during the first twelve (12) months of his or her continuous employment. After completing twelve (12) months of continuous employment, the employee shall have established seniority and his or her seniority shall date as of the first date of hire.

An employee may be laid off or discharged anytime prior to the end of the probationary period and such discharge or lay off shall not be subject to the grievance procedure.

ARTICLE VII
LAYOFF PROCEDURE

Whenever in the sole and exclusive judgement of the City it is necessary to reduce the working force, the employee in the specific classification area where the reduction is to occur with the most recent date of hire shall be laid off first. All employees who are probationary shall be laid off in the affected area before any full-time or part-time employees are laid off. Persons laid off shall have recall rights for a period of one (1) year after layoff. An employee shall be recalled in inverse order of layoff. In the event of recall, the City shall mail a certified letter of recall to the last known address of the employee on file with the City and the employee shall have seven (7) calendar days to respond to the notice of recall and two (2) weeks to report for duty. Employees are responsible for supplying the City with their current address. In the event that the employee fails to respond or fails to report, the employee shall forfeit recall rights. Part-time employees, if any, shall be laid off prior to reduction of full-time employees. Each employee in the affected area of reduction in force shall be notified in writing of layoff at least ten (10) working days prior to the effective date of the layoff.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 1.

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

In a case of duty or shift assignments, the aggrieved employee may present the grievance but shall not be allowed to delay or avoid the assignment beyond the time necessary for presentation of the grievance to the City Manager.

Section 2.

(a) ORAL PROCEEDINGS - STEP ONE.

Within five (5) calendar days after the grievant first became aware of, or should have become aware of, the grievance which is alleged, the employee and City Manager shall orally discuss the grievance in an attempt to resolve the issue.

The City shall not be obligated to accept a written grievance until such grievance has been discussed orally between the grieving employee and the City Manager.

Step Two.

If the grievance is not settled in Step One, within five (5) calendar days after receiving the answer, a written request may be addressed to the City Manager for a meeting with the City Manager. The employee may have Union Representation at this meeting.

The nature of the complaint shall be clearly defined so that the City Manager will have a fair opportunity to locate the cause of the problem and settle the matter. The City Manager shall meet with the employee and shall answer in writing within five (5) calendar days after the meeting with the employee.

Within five (5) calendar days of receipt of request for a meeting or written appeal, the City Manager or a designated representative from outside the City Manager's office shall hear matters pertinent to the grievance. However, the grievant must be present at this meeting. The aggrieved employee may not choose anyone other than the designated person of the Union to represent him or her in this hearing. The City Manager will meet at a mutually agreed upon time and date with the employee and the appropriate Union Representative, (with or without the aggrieved employee) to discuss and attempt to resolve the grievance. The City Manager shall give a written answer three (3) calendar days after this meeting.

In the event the U.S. mail is used to provide notice in Step Two or Three, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Step Three.

If the grievance is not settled in Step Two, within five (5) calendar days after receiving the City's written answer, either party may notify the other party in writing and submit the grievance to arbitration. An impartial arbitrator shall be chosen by mutual consent by the Union and the City as soon as possible after receipt of a request for arbitration. If the parties do not agree upon the selection of an arbitrator within ten (10) calendar days after the receipt of the request for arbitration the Iowa Public Employee Relations Board shall be requested to furnish a list of five (5) arbitrators. The first strike will be determined by a coin toss. An arbitrator's decision on the grievance may not change or amend the terms, conditions or applications of the collective bargaining agreement. Such provisions shall provide for invoking of arbitration only with the approval of the employee organization and in the case of an employee only with the approval of the public employee. The cost of arbitration shall be shared equally by the parties.

If the panel submitted by the Iowa Public Employee Relations Board is unacceptable to either party, then either party may request, once per party, a different panel of arbitrators from the Public Employee Relations Board.

The decision of the arbitrator shall be final and binding on both parties of this agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

If the City does not answer a written appeal within the time limit specified in the written proceedings, the Union may elect to treat the grievance as a denial of that step, and immediately appeal the grievance to the next step.

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure shall be automatically appealed to the next step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

ARTICLE IX
MANAGEMENT RIGHTS

Consistent with this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within the City.
3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the City.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

ARTICLE X
OVERTIME

One and one-half (1 ½) times the regular rate of pay shall be paid for all hours worked outside a scheduled day or a scheduled week. Daily overtime will commence after eight (8) worked hours in a scheduled work day and weekly overtime will commence after forty (40) hours worked in a scheduled work week. The regular work week for all employees shall be one hundred and sixty-eight (168) consecutive hours beginning at 12:00 A.M. midnight on Monday and ending at 11:59 P.M. on the following Sunday.

Work-Time - For the purposes of calculating overtime, the term "hours worked" will include holidays, sick leave and vacation leave.

Employees attending training meetings shall be paid at the straight time rate.

Employer agrees to advise employee at least seven (7) days in advance of any permanent work schedule change.

ARTICLE XI
WAGES AND FRINGE BENEFITS

Section 1 - SALARY SCHEDULE FOR FULL-TIME AND PART-TIME EMPLOYEES.

The salary schedule guide is in Schedule A which is attached to and made part of this Agreement. Full-time and part-time employees shall be paid only for actual hours worked unless otherwise provided in this Agreement.

Section 2 - INSURANCE.

Group health, disability, life and accident insurance premiums may be deducted from the salaries of employees. The City shall contribute one hundred percent (100%) of the full-time employee's annual premium for single health insurance. If the employee elects to cover the employee's family, the City will pay ninety-five percent (95%) of the extra premium for family coverage. (PROVIDED THAT THE APPLICATION IS TIMELY AND IN TERMS AND REGULATIONS ACCORDING TO THE CITY'S INSURANCE CARRIER). The amount of insurance toward which the City shall contribute shall be determined at the expiration of this contract.

The City agrees to establish a Premium Only Plan as allowed by Section 125 of the Internal Revenue Code to allow employees to pay their share of the family premium before taxes.

Section 3 - COVERAGE.

Coverage will begin and end at such times as set out in the policies. An employee and his/her family, if coverage is selected will be covered only in accordance with and to the extent provided by the terms of the policies.

The Employer retains the right to change insurance carrier, or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits are comparable to those currently in effect.

Further, the Employer reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of insurance benefits remains comparable. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, managed care, prohibition on weekend admission, except in emergency circumstances, and mandatory outpatient elective surgery for designated surgical procedures.

Section 4 - LONGEVITY PAY.

Regular employees who have performed satisfactory continuous service for the required number of years shall be eligible for longevity pay.

Amount of Payment. Eligible employees shall receive an additional five dollars (\$5.00) per month for each five (5) years continuous satisfactory service in a permanent status. Longevity increments shall be paid in addition to regular compensation and shall be incorporated with the regular pay warrants.

Limitations. The maximum amount any one employee shall be eligible to receive shall be thirty dollars (\$30.00) per month.

Section 5 - WORKER'S COMPENSATION - INJURY LEAVE.

When an employee sustains a personal injury in the course of performing his or her duties, time off and compensation shall be determined as required by the Laws of the State of Iowa and provided for by the City's workers' compensation insurance policies. Once an injury has caused an employee to be unable to work, an employee on worker's compensation leave may supplement the monetary benefits provided by the City workers' compensation insurance by converting accrued unused sick leave benefits to wages. The conversion will be made at the employee's regular rate of pay. The employee can convert only an amount that will bring his or her combined income for the pay period, the sum of the worker's compensation income and the income from the sick leave conversion, up to, but not exceeding, his or her regular pay for a regular pay period. Calculation of the regular pay for a regular pay period shall exclude overtime.

Section 6 - HOLIDAYS.

(1). HOLIDAYS OBSERVED.

The following days shall be considered as holidays insofar as the administration of City business is concerned. When the term "Holiday" is used it shall be construed to be the following days:

New Year's Day (January 1st)
Memorial Day (last Monday in May)
Independence Day (July 4th)
Labor Day (first Monday in September)
Thanksgiving Day (4th Thursday in November)
day after Thanksgiving Day (Friday following
Thanksgiving Day)
Christmas Day (December 25), and
three (3) personal days

Each employee shall receive three (3) personal days to be taken at any time during the year. These personal days shall be used upon one (1) working days written notice to the City.

(2). ELIGIBILITY FOR HOLIDAY PAY.

In order to be eligible for receiving holiday pay, an employee must report for work or be on an approved paid leave of absence on the last scheduled work day before the holiday and on the first scheduled work day after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

(3). PAY FOR HOLIDAYS.

- a. Employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time.
- b. Employees who perform work on a holiday shall receive compensation at the rate of one and one-half (1 ½) times their normal hourly rate of pay.

(4). HOLIDAYS DURING VACATIONS.

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

Section 7 - VACATIONS.

A. Vacation Benefits

Employees are eligible for vacation as follows:

1. An employee in the continuous active service of the City for one (1) year as of his/her anniversary date shall be given five (5) work days vacation with pay at his/her regular hourly rate.
2. An employee in the continuous active service of the City for two (2) years through ten (10) years as of his/her anniversary date shall be given ten (10) work days vacation with pay at his/her regular hourly rate.
3. An employee in the continuous active service of the City for ten (10) years or more as of his/her anniversary date shall be given fifteen (15) work days vacation with pay at his/her regular hourly rate.
4. An employee in the continuous active service of the City for fifteen (15) years or more as of his/her anniversary date shall be given twenty (20) work days vacation with pay at his/her regular hourly rate.
5. An employee in the continuous active service of the City for twenty (20) years or more as of his/her anniversary date shall be given twenty-five (25) work days vacation with pay at his/her regular hourly rate.

Vacations shall commence accruing at the employee's date of hire with the City, but may not be taken until the employee has worked twelve (12) continuous months. Vacations shall continue to accrue to an employee's credit during approved absences. An employee on leave of absence without pay shall not accrue vacation.

B. Vacation Carry Over

No employee shall have more than one (1) years vacation credit accumulated as of the employees' anniversary date each year. Additional amounts above one years credit will be forfeited unless an extension is granted by the City Manager.

C. Scheduling

All vacation requests submitted between January 1st and March 1st shall be governed by seniority as defined in Article VI. When vacation requests are submitted after March 1st, vacations will be granted on a first come, first served, basis. Primary consideration will be given to the requirements of the department when the City Manager schedules vacations. All vacations or other leave must have prior approval from the City Manager or his/her designee.

D. Vacation Payout Upon Separation of Employment

An employee shall be paid for any accrued and/or unused vacation credits upon separation of employment. Vacation pay shall be paid at the employees current rate of pay at the time of separation.

ARTICLE XII
COMPLIANCE AND DURATION

A. SAVINGS CLAUSE.

In the event that any provisions of this agreement shall become void or illegal during the term of this agreement, such provisions shall become inoperative, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement. The City and the Union agree to negotiate a substitute for the invalidated Article, section or portion thereof.

Past practices shall not constitute part of this agreement and any subsequent or supplementary agreement must be reduced to writing and executed by both parties to be effective.

It is expressly understood and agreed that all functions, rights, powers and authority granted to or inhering to the administration of the City by law or custom are retained by the City. Provided that none of the clauses in this agreement in any way abrogate or diminish the above mentioned rights and authority of the City, the City shall not exercise its rights so as to violate any of the specific provisions of this agreement.

B. PRINTING AGREEMENT.

Copies of this agreement shall be printed by the City within thirty (30) days after the agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the City. Additional copies shall be available as long as supplies last.

C. NOTICES.

Whenever any notice is required to be given by either of the parties to this agreement, either party shall do so by telegram or letter at the following designated address or at such other address as may be designated by a party in written notification to the other party:

1. If by Union, to City at:

City Manager
Box 276
Sheldon, Iowa 51201

2. If by City, to Union at:

Danny J. Homan
AFSCME/Iowa Council 61
4320 N.W. Second Ave.
Des Moines, Iowa 50313

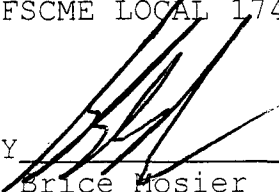
D. DURATION PERIOD.

This agreement shall be effective as of July 1, 2005, and shall continue in effect through June 30, 2008.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective representatives, attested by their respective chief negotiators, and their signatures placed thereon, all on the 24 day of August, 2005.

AFSCME/IOWA COUNCIL 61
SHELDON CITY WORKER UNION
AFSCME LOCAL 1741

CITY OF SHELDON

BY 
Brice Mosier

BY Deanne Wahlstrom, Mayor

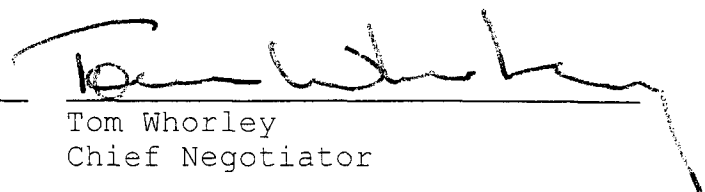
BY 
Rick Kobbe

BY Deanne Dudden

ATTEST:


Danny J. Jorden
Chief Negotiator

ATTEST:


Tom Whorley
Chief Negotiator

APPENDIX A

PAY GRADES, CLASSIFICATION, WAGE RATES AND STEP MOVEMENT CITY OF SHELDON, IOWA

Section 1 Pay Grades and Classifications

Pay Grade	Classification
1	Janitorial, Labor
2	Wastewater Maintenance, Water Maintenance, Equipment Operators, Cemetery
3	Certified Wastewater Operator, Certified Water Operator, Certified Mechanic

Section 2 Step Movement

Step 1	0 - 12 months experience
Step 2	13 - 24 months experience
Step 3	25 - 36 months experience
Step 4	37 - 48 months experience
Step 5	49 - 60 months experience
Step 6	61 - 72 months experience
Step 7	73 - 84 months experience
Step 8	85 - 96 months experience
Step 9	97 - months experience and over

Step movement from step to step shall be automatic, on the employees anniversary date.

Section 3 Wages Rates, effective July 1, 2005

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	\$ 7.85	\$ 8.03	\$ 8.33	\$ 8.65	\$ 8.95	\$ 9.29	\$ 9.59	\$ 9.87	\$10.18
2	\$10.93	\$11.50	\$12.01	\$12.52	\$13.08	\$13.59	\$14.12	\$14.67	\$15.22
3	\$11.44	\$11.98	\$12.49	\$13.04	\$13.55	\$14.08	\$14.64	\$15.20	\$15.74

Section 4 Wages Rates, effective July 1, 2006

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	\$ 8.16	\$ 8.35	\$ 8.66	\$ 9.00	\$ 9.31	\$ 9.66	\$ 9.97	\$10.26	\$10.59
2	\$11.37	\$11.96	\$12.49	\$13.02	\$13.60	\$14.13	\$14.68	\$15.26	\$15.83
3	\$11.90	\$12.46	\$12.99	\$13.56	\$14.09	\$14.64	\$15.23	\$15.81	\$16.37

Section 5 Wages Rates, effective July 1, 2007

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	\$ 8.49	\$ 8.68	\$ 9.01	\$ 9.36	\$ 9.68	\$10.05	\$10.37	\$10.67	\$11.01
2	\$11.82	\$12.44	\$12.99	\$13.54	\$14.14	\$14.70	\$15.27	\$15.87	\$16.46
3	\$12.38	\$12.96	\$13.51	\$14.10	\$14.65	\$15.23	\$15.84	\$16.44	\$17.02

New employees may receive credit for up to five (5) years of experience in their work field. Exceptions may be granted in the sole discretion of the City Manager. The salary matrix shall be interpreted as a general basis for employees. The City reserves the right to pay within the basic Pay Grade movements to obtain or keep specifically qualified employees. New Employees shall be eligible for advancement to the next pay increment according to Section 2 of this Schedule. Such pay increment advancements shall be automatic. Any credit given for previous experience shall be discussed with the Union.